

CHICAGO AND



TRANSPORTATION COMPANY

RECORDATION NO. *6514* Filed 1425

BERNARD J. ALLEN
DIANE KOHLER-RAUSCH
JOAN A. SCHRAMM
ASSISTANT SECRETARIES

March 12, 1979

MAR 14 1979 - 5 05 PM

9-073A967

File No.: A-8019

INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission
Washington D.C. 20423
Attention: Mr. H. Gordon Homme Jr. Secretary

Date MAR 14 1979
Fee \$ 10.00

ICC Washington, D. C.

Gentlemen:

Pursuant to Section 20c of the Interstate Commerce Act, as amended attached for recordation are Counterpart Nos. 1 to 7, inclusive, of Release and Bill of Sale dated 2/22/79 for equipment under the Conditional Sale Agreement and Agreement and Assignment dated as of 1/14/72 which was assigned Recordation No. 6514.

Enclosed is our check for \$10.00 to cover your recording fee. Please return Counterpart Nos. 1 to 6, inclusive showing your recordation data. (Final Release)

Very truly yours,

Diane Kohler-Rausch
Assistant Secretary

DKR:jb

Enclosures

cc: G. R. Charles
R. D. Smith
F. E. Cunningham , Attn: H. Labno*
R. F. Guenther, Attn: J. James *
D. E. Stockham, Attn: J. Voldseth *
Arthur Andersen & Co.,
Attn: Gary Holdren *

Peter D. Horne
Vice President
Continental Illinois
National Bank & Trust
Co.

Interstate Commerce Commission
Washington, D.C. 20423

3/15/79

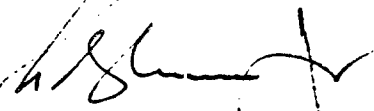
OFFICE OF THE SECRETARY

Diane Kohler-Rausch
Chicago & North Western Transp. Co.
400 W. Madison Street
Chicago, Illinois 60606

Dear Ms. Kohler-Rausch:

The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,
49 U.S.C. 20(c), on 3/14/79 at 4:05pm,
and assigned recordation number(s) 6514-C

Sincerely Yours,



H.G. Homme, Jr.,
Secretary

Enclosure(s)

SE-30-T
(2/78)

Counterpart No. 7 of 8
A-8019
A-172

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INTERSTATE COMMERCE COMMISSION

RELEASE AND BILL OF SALE

WHEREAS, under the terms of CONDITIONAL SALE AGREEMENT dated as of January 14, 1972, between NORTHWEST PROPERTIES COMPANY, an Illinois corporation (hereinafter called "Seller") and CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Wisconsin corporation (hereinafter called "Railway"), Seller agreed to sell and Railway agreed to buy 460 40'6" Boxcars described on Schedule A attached hereto and made a part hereof, (hereinafter referred to as "Equipment"); and

WHEREAS, under the terms of AGREEMENT AND ASSIGNMENT dated as of January 14, 1972, between Seller and THE FIRST NATIONAL BANK OF KANSAS CITY, MISSOURI (hereinafter referred to as "Assignee"), Seller assigned and transferred all right, title and interest under the aforesaid Conditional Sale Agreement and all right, title and interest to said Equipment to Assignee; and

WHEREAS, effective June 1, 1972, Railway assigned all of its interest in said Conditional Sale Agreement and the Equipment to CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation (hereinafter included in the term "Railway"); and

WHEREAS, by Statement of New Numbers dated as of February 3, 1977, executed by Railway and consented to by Bank, Railway Nos. 8053, 8823, 8605, 8529, and 8425 were changed to 611149, 611125, 611097, 611192, and 611206, respectively; and

WHEREAS, by Statement of New Number dated as of August 1, 1977, executed by Railway and consented to by Bank, Railway No. 8181 was changed to 611162; and

WHEREAS, Assignee has received from Railway full payment of all indebtedness in respect to the purchase price of the Equipment due under said Conditional Sale Agreement and Agreement and Assignment and the conditions and obligations of Railway with respect to the Equipment have been satisfied in full;

NOW, THEREFORE, Assignee, in consideration of the sum of One Dollar (\$1.00) to it in hand paid by Railway, the receipt whereof is hereby acknowledged, DOES HEREBY SELL, ASSIGN, CONVEY, TRANSFER AND SET OVER TO CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY the Equipment, TO HAVE AND TO HOLD the Equipment unto CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, its successors and assigns forever, free and clear of all liens, encumbrances and security interests created by or arising under the aforementioned Conditional Sale Agreement and Assignment.

Assignee does hereby covenant that it has not done anything whereby the Equipment hereby conveyed is or may be in any manner encumbered or charged; that the Equipment is free and clear of all liens and encumbrances of every kind and nature whatsoever created by Assignee or arising out of any act, obligation or liability on its part. The Assignee hereby authorizes removal from the Equipment of any and all ownership plates and other markings of Assignee.

IN WITNESS WHEREOF, THE FIRST NATIONAL BANK OF KANSAS CITY, MISSOURI has caused this instrument to be executed in its corporate name by one of its Vice Presidents and its corporate seal to be hereunto affixed and attested by one of its Assistant Cashiers, this 22nd day of February, A. D. 1979.

THE FIRST NATIONAL BANK
OF KANSAS CITY, MISSOURI

By 
Executive Vice President

(Seal)

ATTEST:


Assistant Cashier

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

I, Cecil E. Sanders, a Notary Public duly commissioned and qualified in and for the County and State aforesaid and residing therein DO HEREBY CERTIFY that Robert G. Bowers and Gordon T. Brown, to me personally known and known to me to be, respectively, a Vice President and an Assistant Cashier of THE FIRST NATIONAL BANK OF KANSAS CITY, MISSOURI and the identical persons whose names are subscribed to the foregoing instrument appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, a Vice President and an Assistant Cashier of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my official seal as such Notary Public, at _____
this 22nd day of February A. D. 1979.

Paul E. Sanders
Notary Public SANDERS M.C.E. 10/3/81